

PECKAR & ABRAMSON

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Kevin J. O'Connor, Esq.
*Attorneys for Defendants, Joseph
Laura and Anthony Sichenzio*

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

-against-

JOSEPH M. LAURA,
ANTHONY R. SICHENZIO,
and WALTER GIL DE RUBIO,

Defendants.

Case: 1:18-cv-05075 (HG)

ECF Case

**DECLARATION OF KEVIN J.
O'CONNOR IN SUPPORT OF
MOTION TO WITHDRAW AS
COUNSEL FOR DEFENDANTS
JOSEPH M. LAURA AND ANTHONY
SICHENZIO**

I, Kevin J. O'Connor, Esq., of full age, hereby declare under penalty of perjury as follows:

1. I am a shareholder of the law firm Peckar & Abramson, P.C. ("P&A") and counsel to Defendants Joseph Laura and Anthony Sichenzio (hereinafter "Defendants") in this matter. This Declaration is submitted pursuant to Local Civil Rule 1.4 seeking an Order relieving P&A and its attorneys from representing Defendants in this action.

2. P&A was retained by Defendants immediately after the filing of this civil enforcement action by the Securities and Exchange Commission ("SEC"), in September 2018.

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3. Defendants executed a conflict waiver and retainer agreement with P&A wherein they agreed to pay P&A at agreed upon rates for its services, to pay all costs and disbursements of the defense as they were incurred (within thirty days of presentment), and to be responsible to pay all expert(s) costs that would be required to defend the claims in the case.

4. At the same time the firm has represented Defendants in this action, it has simultaneously represented Defendants in connection with related civil litigation stemming from the Pristec Companies.

5. While Defendants succeeded in these litigations and arbitration matters, they have not complied with the agreed upon terms of our retention. In recent months, Defendants have fallen behind in paying the firm's fees and costs, such that the firm is currently owed a sum which exceeds \$200,000 in fees and disbursements.

6. Over the last few months P&A has made many attempts to be paid, to no avail. We have communicated to Defendants, in writing, on multiple occasions and over a period of not less than sixty (60) days, that if P&A were not paid, it would need to withdraw from representing Defendants in this action.

7. There is no further discovery in this matter, and the disgorgement motion is fully briefed.

8. In recent weeks, there has been a breakdown in the relationship such that we cannot get clear instructions from, or agreement among, Defendants on how to proceed in this regard. Despite multiple efforts to obtain clear communications from Defendants on these topics, we have been unable to gain clear instructions.

9. Accordingly, given: a) the failure of the Defendants to pay the firm and remain current on their obligations to the firm; b) the breakdown in communications between P&A and Defendants and apparent discord as between the two individual defendants, P&A has no choice but to apply to be relieved as counsel, and respectfully requests an Order in this regard.

10. There is no trial date set in this matter.

11. P&A does not assert a retaining or charging lien for its services in this action.

12. P&A, in accordance with Local Civil Rule 1.4, has caused this motion to be served upon Defendants personally and by electronic mail.

I declare that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

/s/ Kevin J. O'Connor

Dated: March 25, 2024

Kevin J. O'Connor

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